

EXHIBIT A



RECEIVED APR 20 2017

Timothy J. Abeel, Jr.

25 Regency Plaza
Glen Mills, PA 19342

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www.timothyabeel.com

April 17, 2017

Volkswagen/ Audi Group of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Re: VAUTIER vs VOLKSWAGEN

Dear Sir or Madam:

Enclosed please find the Complaint that was filed regarding the above captioned matter.

Thank you for your attention to this matter. If you have any questions, please contact me at your convenience.

Sincerely,

Timothy J. Abeel, Jr.

Timothy J. Abeel, Jr., Esq.

TJA/tmc
Enclosures

BURLINGTON COUNTY
SUPERIOR COURT
49 RANCOCAS ROAD
MT HOLLY NJ 08060

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (609) 518-2815
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 07, 2017
RE: VAUTIER VS VOLKSWAGEN GROUP OF AMERICA INC
DOCKET: BUR L -000839 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON AIMEE R. BELGARD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (609) 518-2814.


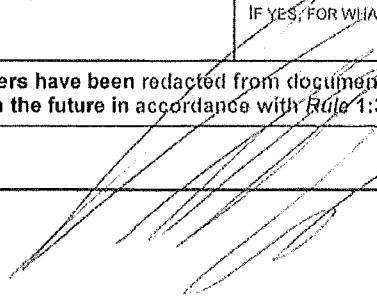
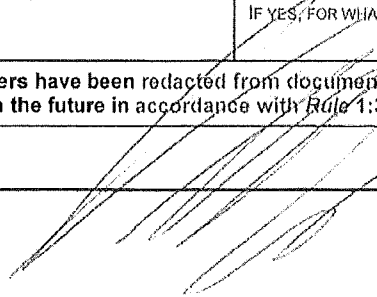
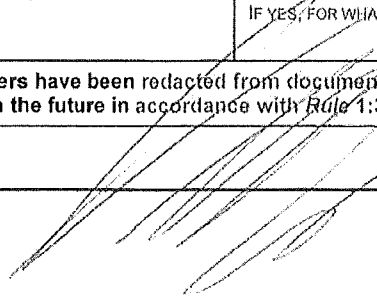
IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: TIMOTHY J. ABEEL
TIMOTHY ABEEL & ASSOCIATES PC
309 FELLOWSHIP RD
EAST GATE CENTER STE 200
MT LAUREL NJ 08054

JUCPOLK

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> BG <input type="checkbox"/> CA CHG/CK NO. 1100 AMOUNT: 7500 OVERPAYMENT: BATCH NUMBER:	
	ATTORNEY / PRO SE NAME Timothy J. Abeel, Jr., Esquire		TELEPHONE NUMBER (888)830-1474	
FIRM NAME (if applicable) TIMOTHY J. ABEEL & ASSOCIATES, P.C.		COUNTY OF VENUE Burlington		
OFFICE ADDRESS 300 Fellowship Road East Gate Center, Suite 200 Mt. Laurel, NJ 08054		DOCKET NUMBER (when available) L-839-17		
		DOCUMENT TYPE COMPLAINT		
		JURY DEMAND <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) DAVID VAUTIER		CAPTION VAUTIER vs VOLKSWAGEN GROUP OF AMERICA, INC.		
CASE TYPE NUMBER (See reverse side for listing) 512	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input checked="" type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
<div> <div>  </div> <div> <div>  </div> <div>  </div> </div> </div>				
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE:				

Timothy J. Abeel, Jr., Esquire
Attorney ID #000292008
TIMOTHY J. ABEEL & ASSOCIATES, P.C.
309 Fellowship Road
East Gate Center, Suite 200
Mt. Laurel, NJ 08054
(888)830-1474

ATTORNEY FOR PLAINTIFF

David Vautier

SUPERIOR COURT OF NEW JERSEY
BURLINGTON COUNTY

v.

CIVIL ACTION

Volkswagen Group of America, Inc.

COMPLAINT

CODE: 1900

1. Plaintiff, David Vautier, is an adult individual citizen and legal resident of the State of New Jersey, 21 Mill Road, Shamong, NJ 08088.
2. Defendant, Volkswagen Group of America, Inc., is a corporation qualified to do an regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at 3800 Hamlin Road, Auburn Hills, MI 48326, and can be served at 3800 Hamlin Road, Auburn Hills, MI 48326.

BACKGROUND

3. On or about April 25, 2014, Plaintiff leased a new 2011 Volkswagen Touareg, manufactured and warranted by Defendant, bearing the Vehicle Identification Number WVGFK9BP2BD001922.
4. The vehicle was purchased in the State of New Jersey and is registered in the State of New Jersey.

5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than \$30,000.00.

6. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle specifically the vehicle was advertised as a **"clean diesel vehicle"**.

7. Clean diesel was advertised by Defendant as a highly fuel-efficient vehicle with low emissions.

8. Defendant manufacturer was found to have intentionally created an illegal "defeat" device that is stored within Plaintiff's vehicle in order to avoid federal EPA regulations and laws.

9. The defeat device intentionally avoids EPA emissions detection.

10. The defeat device knows when the vehicle is being tested for emissions and when the vehicle is not being tested.

11. Such device has been found to cause Plaintiff's vehicle to pollute the environment at a rate of up to forty (40) times higher than allowed by federal law.

12. Defendant has admitted to intentionally creating such device in violation of federal laws.

13. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

14. The parties' bargain includes an express 3-year/36,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials

and owner's manual.

15. However, as a result of the deceitful and fraudulent behavior by Defendant, the vehicle is rendered substantially impaired, unable to be utilized for its intended purposes, and is worthless.

16. Plaintiff timely opted out of the proposed class action settlement, by faxing and mailing and providing the required paperwork; and therefore, may proceed with this action. Exhibit "A".

COUNT I

MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

17. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

18. Plaintiff is a "Consumer" as defined by N.J.S.A. 56:12-30.

19. Defendant is a "Manufacturer" as defined by N.J.S.A. 56:12-30.

20. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by N.J.S.A. 56:12-30.

21. The subject vehicle is a "consumer product" as defined by N.J.S.A. 56:8-1 et seq., defines "unfair or deceptive acts or practices" to include the following conduct:.

(v) Representing that goods or services have ... characteristics... uses... benefits or that they do not have.... ;

(vi) Using deceptive representations With goods or services.

(vii) Representing that goods or services are of a particular standard, quality or grade, or that goods are of a particular style or model, if they are of another;

(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;

(xvi). Making repairs, improvements or replacements on tangible, real or personal property of a nature or quality inferior to or below the standard of that agreed to in writing.

(xvii). Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

22. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

If a consumer finally prevails on an action brought under paragraph (1) of this subsection, he may be allowed by the court to recover as part of the judgment a sum equal to the amount of aggregate amount of costs and expenses (including attorney fees based upon actual time expended), determined by the court to have been reasonably incurred by the Plaintiff for, or in connection with the commencement and prosecution of such action, unless the court, in its discretion shall determine that such an award of attorney's fees would be inappropriate.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, incidental and consequential damages, reasonable attorneys' fees, and all court costs.

COUNT II

UNIFORM COMMERCIAL CODE

23. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth as length herein.

24. In consideration for the purchase of said vehicle, Defendant issued to Plaintiff several warranties, guarantees, affirmations or undertakings with respect to the material or workmanship of the vehicle specifically the vehicle was advertised as a ***"clean diesel vehicle"***.

25. Clean diesel was advertised by Defendant as a highly fuel-efficient vehicle with low emissions.

26. Defendant manufacturer was found to have intentionally created an illegal "defeat" device that is stored within Plaintiff's vehicle in order to avoid federal EPA regulations and laws.

27. The defeat device intentionally avoids EPA emissions detection.

28. The defeat device knows when the vehicle is being tested for emissions and when the vehicle is not being tested.

29. Such device has been found to cause Plaintiff's vehicle to pollute the environment at a rate of up to forty (40) times higher than allowed by federal law.

30. Defendant has admitted to intentionally creating such device in violation of federal laws.

31. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

32. The Act also authorizes the Court, in its discretion to award up to three (3) times the actual damages sustained for violations.

33. Such damages include, but are not limited to, the contract price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount equal to the contract price of the vehicle, plus all collateral charges and attorneys' fees.

TIMOTHY J. ABEEL & ASSOCIATES, P.C.

By: _____

TIMOTHY J. ABEEL, JR., ESQUIRE

Attorney for Plaintiff

A large, stylized handwritten signature in black ink is written over the signature line and extends into the name and title area. The signature is fluid and cursive, appearing to read 'Timothy J. Abeel, Jr.'.

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suite pending or presently contemplated.

TIMOTHY J. ABEEL & ASSOCIATES, P.C.

By: _____

TIMOTHY J. ABEEL, JR., ESQUIRE

Attorney for Plaintiff

CERTIFICATION OF NOTICE

Pursuant to N.J.S.A. 56:8-20 Plaintiff is mailing a copy of this Complaint to the Office of
The Attorney General, Richard J. Hughes Justice Complex, 25 West Market Street in the City of
Trenton, County of Mercer, in the state of New Jersey on

TIMOTHY J. ABEEL & ASSOCIATES, P.C.

By: _____

TIMOTHY J. ABEEL, JR., ESQUIRE

Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Timothy J. Abeel, Jr., Esq. is designated as trial counsel for plaintiff, David Vautier, in this case.

TIMOTHY J. ABEEL & ASSOCIATES, P.C.

By: _____

TIMOTHY J. ABEEL, JR., ESQUIRE

Attorney for Plaintiff

To Page 3 of 5

2016-05-08 09:27:10 EST

18883438905 From Alisa Vautier



VEHICLE REGISTRATION



PLATE NO: M54CJU GOOD THRU: 10/2018
VIN: WVGFK9BP2BD001922
VW 2011 WAGON WT TOU WC: 8
DAVID A VAUTIER PASSENGER 08
21 MILL ROAD DL: V0901 15661 09692
SHAMONG NJ 08088 RENEWAL PT PA
EQ: 8 FEE: 71.50 K8 MH20160610373

**IN RE: VOLKSWAGEN "CLEAN DIESEL" MARKETING,
SALES PRACTICES AND PRODUCTS LIABILITY LITIGATION**

OPT-OUT NOTICE

I wish to exclude myself from the Class in *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, No. 3:15-md-2672 (Northern District of California).

My Vehicle's information:

Make (VW/Audi):

VW

Model (Passat/Jetta/Golf/Beetle/A3):

Touareg

Model year (2009-2015)

2008

VIN:

WVGFK9B72B D001922

(PURCHASED)/LEASED the vehicle (circle one).

Date of Purchase or Lease:

8 / 15 / 2012

I DO/DO NOT Currently Own or Lease the vehicle (circle one).

If I sold or traded the vehicle, Date of Sale:

 / /

I am an [check only one]

1. ☒ Eligible Owner (I currently own the vehicle) of an Eligible Vehicle.
2. ☐ Eligible Lessee (I currently lease the vehicle) of an Eligible Vehicle.
3. ☐ Eligible Seller (I sold or traded the vehicle) of an Eligible Vehicle.

Owner/Lessee/Seller:

Signature: [Signature]

Today's Date: 2/25/17

Printed Name: Daniel Vautier

Street Address: 21 Mill Rd

City and State: Shamong, NJ

Zip Code: 08088

Telephone Number: 609-922-4007

Co-Owner/Co-Lessee/Co-Seller (If any):

Signature: [Signature]

Today's Date: 2/25/17

Printed Name: Alicia Vautier

Street Address: 21 Mill Rd

City and State: Shamong, NJ

Zip Code: 08088

Telephone Number: 609-922-4007

*If you no longer own or lease the vehicle, please attach evidence that the vehicle was sold or traded (a bill of sale or a contract showing the vehicle as a trade-in) or evidence that the lease expired or was terminated (lease agreement or lease termination agreement).



913 Fayette St
Conshohocken, PA

tel: 888.830.1474
tim@timothyabeel.com

www.timothyabeel.com

March 1, 2017

VIA FAX ONLY 248-754-6504

Audi of America, Inc.
3800 Hamlin Road
Auburn Hills, MI 48326

Re: David Vantier vs. Audi

Dear Sir or Madam:

This is notification that Timothy Abeel & Associates, P.C. represents the above individual against Audi of America, Inc. for claims pursuant to the New Jersey Unfair Trade Act and the Magnuson Moss Warranty Act or New Jersey Lemon Law, Magnuson Moss Warranty Act and the New Jersey Consumer Fraud Act. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

The Pennsylvania Unfair Trade Act and New Jersey Consumer Fraud Act permits damages in this case for three (3) times the value of the car because of the deceitful conduct or fraud.

Our Office will be filing suit in these matter, I have enclosed their OPT-Out Executed Paperwork.

Sincerely,

Timothy J. Abeel

Timothy J. Abeel, Esq.

TJA/tmc
Enclosures

HP Officejet Pro X476dw MFP Series

Fax Log for

Mar 01 2017 7:05AM

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Mar 1	7:04AM	Fax Sent	2487546504	1:10 N/A	2	OK

